

Bari Klein, Esq. (BK 5784)
John Doody, Esq. (JD 0552)
Lewis Brisbois Bisgaard & Smith, LLP
199 Water Street, 25th Floor
New York, New York 10038
Telephone: (212) 232-1404
Email: bklein@lbbslaw.com

Attorney for Defendants

IT'S JUST LUNCH INTERNATIONAL, INC. IT'S JUST LUNCH, INC.
and HARRY and SALLY, INC., IJL SERVICES, INC., i/s/h/a IJL ORANGE COUNTY
FRANCHISE, IJL MIDWEST DENVER LLC i/s/h/a IJL DENVER FRANCHISE
and IJL AUSTIN FRANCHISE i/s/h/a FGH ASSOCIATES LLC

UNITED STATE DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF NEW YORK

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CHRISTINE RODRIGUEZ, SANDRA BURGA, KAREN
MALAK, JAMES TORTORA, LISA BRUNO, JANEEN
CAMERON, KAREN MCBRIDE, and ANDREW WOOLF,
Individually, and for all others similarly situated,

Plaintiff,
-against-

Docket No.: 07 CIV 9227

**ANSWER TO SECOND
AMENDED COMPLAINT
AND
AFFIRMATIVE DEFENSES**

ITS JUST LUNCH INTERNATIONAL, ITS JUST
LUNCH, INC. and HARRY and SALLY, INC.,
RIVERSIDE COMPANY, LOREN SCHLACHET, IJL
NEW YORK CITY FRANCHISE, IJL ORANGE COUNTY
FRANCHISE, IJL CHICAGO FRANCHISE, IJL PALM
BEACH FRANCHISE, IJL DENVER FRANCHISE, IJL
AUSTIN FRANCHISE, IJL LOS ANGELES-CENTURY
CITY FRANCHISE, and DOES 1-136,

Defendants.

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Defendants IT'S JUST LUNCH INTERNATIONAL, INC. IT'S JUST LUNCH, INC.
and HARRY and SALLY, INC., IJL SERVICES, INC., i/s/h/a IJL ORANGE COUNTY
FRANCHISE, IJL MIDWEST DENVER LLC i/s/h/a IJL DENVER FRANCHISE and IJL
AUSTIN FRANCHISE i/s/h/a FGH ASSOCIATES LLC (hereinafter collectively referred to as
the "Defendants"), by their attorneys Lewis Brisbois Bisgaard & Smith, LLP, sets forth the
following Answer and Affirmative Defenses to Plaintiffs' Second Amended Complaint:

PRELIMINARY STATEMENT

1. Defendants deny each and every allegation contained in paragraph “1” of Plaintiffs’ Second Amended Complaint, except admit that IJL is a dating service.
2. Defendants deny each and every allegation contained in paragraph “2” of Plaintiffs’ Second Amended Complaint.
3. Defendants deny each and every allegation contained in paragraph “3” of Plaintiffs’ Second Amended Complaint.
4. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in “4” of Plaintiffs’ Second Amended Second Amended Complaint.
5. Defendants deny each and every allegation contained in paragraph “5” of Plaintiffs’ Second Amended Complaint.

The Lies On ILJ’s Website

6. Defendants admit the allegations contained in paragraph “6” of Plaintiffs’ Second Amended Complaint.
7. Defendants deny each and every allegation contained in paragraph “7” of Plaintiffs’ Second Amended Complaint.
8. Defendants deny each and every allegation in paragraph “8” of Plaintiffs’ Second Amended Complaint except admit that quoted items appear on the website.
9. Defendants deny each and every allegation contained in paragraph “9” of Plaintiffs’ Second Amended Complaint.

The Lies During the Initial Interview

10. Defendants deny each and every allegation contained in paragraph “10” of Plaintiffs’ Second Amended Complaint.

11. Defendants deny each and every allegation contained in paragraph “11” of Plaintiffs’ Second Amended Complaint.

i. Defendants deny each and every allegation contained in paragraph “(i)” of Plaintiffs’ Second Amended Complaint;

ii. Defendants deny each and every allegation contained in paragraph “(ii)” of Plaintiffs’ Second Amended Complaint;

iii. Defendants deny each and every allegation contained in paragraph “(iii)” of Plaintiffs’ Amended Complaint;

iv. Defendants deny each and every allegation contained in paragraph “(iv)” of Plaintiffs’ Amended Complaint;

v. Defendants deny each and every allegation contained in paragraph “(v)” of Plaintiffs’ Amended Complaint.

12. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “12” of Plaintiffs’ Second Amended Complaint.

13. Defendants deny each and every allegation contained in paragraph “13” of Plaintiffs’ Second Amended Complaint.

14. Defendants deny each and every allegation contained in paragraph “14” of Plaintiffs’ Second Amended Complaint.

The Lies About The Qualifications of Prospective Matches

15. Defendants deny each and every allegation contained in paragraph “15” of Plaintiffs’ Second Amended Complaint.

i. Defendants deny each and every allegation contained in paragraph “(i)” of Plaintiffs’ Second Amended Complaint;

ii. Defendants deny each and every allegation contained in paragraph “(ii)” of Plaintiffs’ Second Amended Complaint;

iii. Defendants deny each and every allegation contained in paragraph “(iii)” of Plaintiffs’ Amended Complaint;

iv. Defendants deny each and every allegation contained in paragraph “(iv)” of Plaintiffs’ Amended Complaint;

v. Defendants deny each and every allegation contained in paragraph “(v)” of Plaintiffs’ Amended Complaint;

vi. Defendants deny each and every allegation contained in paragraph “(vi)” of Plaintiffs’ Amended Complaint;

vii. Defendants deny each and every allegation contained in paragraph “(vii)” of Plaintiffs’ Amended Complaint;

viii. Defendants deny each and every allegation contained in paragraph “(viii)” of Plaintiffs’ Amended Complaint;

ix. Defendants deny each and every allegation contained in paragraph “(ix)” of Plaintiffs’ Amended Complaint;

16. Defendants deny each and every allegation contained in paragraph “16” of Plaintiffs’ Second Amended Complaint.

ILJ’s Violation of Consumer Fraud Protection Laws

17. Defendants deny each and every allegation contained in paragraph “17” of Plaintiffs’ Second Amended Complaint.

18. Defendants deny each and every allegation contained in paragraph “18” of Plaintiffs’ Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

19. Defendants deny each and every allegation contained in paragraph “19” of Plaintiffs’ Second Amended Complaint but admit that IJL has entered into an Assurance of Discontinuance with the Attorney General of New York.

The Lies in IJL’s Public Relations Campaign

20. Defendants deny each and every allegation contained in paragraph “20” of Plaintiffs’ Second Amended Complaint.

21. Defendants deny each and every allegation contained in paragraph “21” of Plaintiffs’ Second Amended Complaint, except admit that their services have resulted in thousands of marriages.

22. Defendants deny each and every allegation contained in paragraph “22” of Plaintiffs’ Second Amended Complaint.

The Expansion of IJL’s Corporate Fraud: Purchase and Promotion by Riverside Company

23. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “23” of Plaintiffs’ Second Amended Complaint.

24. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “24” of Plaintiffs’ Second Amended Complaint.

25. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “25” of Plaintiffs’ Second Amended Complaint.

26. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “26” of Plaintiffs’ Second Amended Complaint.

Schlachet’s special Attention to IJL Corporate

27. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “27” of Plaintiffs’ Second Amended Complaint.

28. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "28" of Plaintiffs' Second Amended Complaint.

29. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "29" of Plaintiffs' Second Amended Complaint.

30. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "30" of Plaintiffs' Second Amended Complaint.

31. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "31" of Plaintiffs' Second Amended Complaint

JURISDICTION AND VENUE

32. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "32" of Plaintiffs' Second Amended Complaint.

33. Defendants deny each and every allegation contained in paragraph "33" of Plaintiffs' Second Amended Complaint, except admit that Defendants operate franchises in the State of New York.

34. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "34" of Plaintiffs' Second Amended Complaint.

35. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "35" of Plaintiffs' Second Amended Complaint

PARTIES

36. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "36" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

37. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "37" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

38. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "38" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

39. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "39" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

40. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "40" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL

41. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "41" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

42. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "42" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL.

43. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "43" of Plaintiffs' Second Amended Complaint, except admit that Plaintiff was a client of IJL

44. Defendants admit the allegations contained in paragraph "44" of Plaintiffs' Second Amended Complaint.

45. Defendants deny each and every allegation contained in paragraph “45” of Plaintiffs’ Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

46. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “46” of Plaintiffs’ Second Amended Complaint.

47. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “47” of Plaintiffs’ Second Amended Complaint

48. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “48” of Plaintiffs’ Second Amended Complaint.

49. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “49” of Plaintiffs’ Second Amended Complaint.

50. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “50” of Plaintiffs’ Second Amended Complaint.

51. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “51” of Plaintiffs’ Second Amended Complaint.

52. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “52” of Plaintiffs’ Second Amended Complaint.

53. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “53” of Plaintiffs’ Second Amended Complaint.

54. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “54” of Plaintiffs’ Second Amended Complaint.

55. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph “55” of Plaintiffs’ Second Amended Complaint.

56. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "56" of Plaintiffs' Second Amended Complaint.

57. Defendants deny knowledge and information sufficient to form a belief as to the truth of the allegations contained in paragraph "57" of Plaintiffs' Second Amended Complaint.

CLASS ACTION ALLEGATIONS

58. Defendants deny each and every allegation contained in paragraph "58" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

59. Defendants deny each and every allegation contained in paragraph "59" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination

60. Defendants deny each and every allegation contained in paragraph "60" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

61. Defendants deny each and every allegation contained in paragraph "61" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

STATEMENT OF FACTS

IJL'S Origins and Growth

62. Defendants deny each and every allegation contained in paragraph "62" of Plaintiffs' Second Amended Complaint except admit that IJL was founded in 1991 in Chicago by Andrea McGinty.

63. Defendants deny each and every allegation contained in paragraph “63” of Plaintiffs’ Second Amended Complaint except admit that Mr. Dolan submitted a statement in response to the false claims made on the consumeraffairs.com website.

64. Defendants admit the allegations contained in paragraph “64” of Plaintiffs’ Second Amended Complaint to the extent it alleges that IJL has thousands of members.

65. Defendants admit the allegations contained in paragraph “65” to the extent that it alleges that IJL arranges thousands of dates each month and has set up millions of dates since its inception.

66. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “66” of Plaintiffs’ Second Amended Complaint.

IJL Franchises: Staffing and Structure

67. Defendants deny each and every allegation contained in paragraph “67” of Plaintiffs’ Second Amended Complaint.

68. Defendants deny each and every allegation contained in paragraph “68” of Plaintiffs’ Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

IJL’s Control of Its Franchisees

69. Defendants deny each and every allegation contained in paragraph “69” of Plaintiffs’ Second Amended Complaint.

Control: Training

70. Defendants deny each and every allegation contained in paragraph “70” of Plaintiffs’ Second Amended Complaint, except admit that there is a training program.

71. Defendants deny each and every allegation contained in paragraph “71” of Plaintiffs’ Second Amended Complaint.

72. Defendants deny each and every allegation contained in paragraph “72” of Plaintiffs’ Second Amended Complaint, except admit that role playing is utilized in the training process overseen by IJL instructors.

73. Defendants deny each and every allegation contained in paragraph “73” of Plaintiffs’ Second Amended Complaint.

Control: Sales Scripts

74. Defendants deny each and every allegation contained in paragraph “74” of Plaintiffs’ Second Amended Complaint, except admit that attendees memorialize a sales script.

Control: Covert Monitoring

75. Defendants deny each and every allegation contained in paragraph “75” of Plaintiffs’ Second Amended Complaint.

76. Defendants deny each and every allegation contained in paragraph “76” of Plaintiffs’ Second Amended Complaint.

77. Defendants deny each and every allegation contained in paragraph “77” of Plaintiffs’ Second Amended Complaint.

Control: “All-or-Nothing” Quota System

78. Defendants deny each and every allegation contained in paragraph “78” of Plaintiffs’ Second Amended Complaint.

79. Defendants deny each and every allegation contained in paragraph “79” of Plaintiffs’ Second Amended Complaint.

80. Defendants deny each and every allegation contained in paragraph “80” of Plaintiffs’ Second Amended Complaint.

81. Defendants deny each and every allegation contained in paragraph “81” of Plaintiffs’ Second Amended Complaint.

Control: Extraction of Monthly Payments From Its Franchises

82. Defendants deny each and every allegation contained in paragraph “82” of Plaintiffs’ Second Amended Complaint except admit IJL receives royalty payments from its franchises.

83. Defendants deny each and every allegation contained in paragraph “83” of Plaintiffs’ Second Amended Complaint except admit IJL receives royalty payments and receives a franchise fee when a franchise is first started.

IJL Corporate’s Massive Public Relations Campaign

84. Defendants deny each and every allegation contained in paragraph “84” of Plaintiffs’ Second Amended Complaint except admit IJL has received worldwide exposure.

85. Defendants deny each and every allegation contained in paragraph “85” of Plaintiffs’ Second Amended Complaint except admit IJL advertises in periodicals.

86. Defendants deny each and every allegation contained in paragraph “86” of Plaintiffs’ Second Amended Complaint except admit IJL engages in marketing and advertising.

IJL Corporate’s Target Market: “Busy Professionals”

87. Defendants deny each and every allegation contained in paragraph “87” of Plaintiffs’ Second Amended Complaint except admit that advertising is geared towards men and women.

88. Defendants deny each and every allegation contained in paragraph “88” of Plaintiffs’ Second Amended Complaint except admit that advertising is geared towards men and women.

89. Defendants deny each and every allegation contained in paragraph “89” of Plaintiffs’ Second Amended Complaint except admit plaintiffs were a client.

Consumer Complaints Against ILJ Corporate

90. Defendants deny each and every allegation contained in paragraph "90" of Plaintiffs' Second Amended Complaint.

91. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "91" of Plaintiffs' Second Amended Complaint.

92. Defendants deny each and every allegation contained in paragraph "92" of Plaintiffs' Second Amended Complaint.

93. Defendants deny each and every allegation contained in paragraph "93" of Plaintiffs' Second Amended Complaint.

Government Investigations Into IJL Corporate

94. Defendants deny each and every allegation contained in paragraph "94" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination except admit that IJL has entered into an Assurance of Discontinuance with the Attorney General of New York.

95. Defendants deny each and every allegation contained in paragraph "95" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination except admit that IJL has entered into an Assurance of Discontinuance with the Attorney General of New York.

96. Defendants deny each and every allegation contained in paragraph "96" of Plaintiffs' Second Amended Complaint.

IJL's Extraction of Monthly Payments From Its Franchisees

97. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "97" of Plaintiffs' Second Amended Complaint.

98. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “98” of Plaintiffs’ Second Amended Complaint.

99. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “99” of Plaintiffs’ Second Amended Complaint.

100. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “100” of Plaintiffs’ Second Amended Complaint.

101. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “101” of Plaintiffs’ Second Amended Complaint.

102. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “102” of Plaintiffs’ Second Amended Complaint.

103. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “103” of Plaintiffs’ Second Amended Complaint.

104. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “104” of Plaintiffs’ Second Amended Complaint.

105. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “105” of Plaintiffs’ Second Amended Complaint.

106. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “106” of Plaintiffs’ Second Amended Complaint.

107. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “107” of Plaintiffs’ Second Amended Complaint.

108. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “108” of Plaintiffs’ Second Amended Complaint.

109. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “109” of Plaintiffs’ Second Amended Complaint.

110. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "110" of Plaintiffs' Second Amended Complaint.

111. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "111" of Plaintiffs' Second Amended Complaint.

Informants Confirm: Riverside Controls IJL Corporate

112. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "112" of Plaintiffs' Second Amended Complaint.

113. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "113" of Plaintiffs' Second Amended Complaint.

Plaintiffs' Counsel's Interviews of Confidential Informants

114. Defendants deny each and every allegation contained in paragraph "114" of Plaintiffs' Second Amended Complaint except admit that IJL advertises in periodicals.

115. Defendants admit the allegations contained in paragraph "115" of Plaintiffs' Second Amended Complaint.

The Necessity For This Class Action

116. Defendants deny each and every allegation contained in paragraph "116" of Plaintiffs' Second Amended Complaint.

117. Defendants deny each and every allegation contained in paragraph "117" of Plaintiffs' Second Amended Complaint.

Christine Rodriguez's Complaints Against ILJ Corporate and Harry & Sally

118. Defendants deny each and every allegation contained in paragraph "118" of Plaintiffs' Second Amended Complaint.

119. Defendants deny each and every allegation contained in paragraph "119" of Plaintiffs' Second Amended Complaint.

120. Defendants deny each and every allegation contained in paragraph "120" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

121. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "121" of Plaintiffs' Second Amended Complaint.

122. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "122" of Plaintiffs' Second Amended Complaint.

123. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "123" of Plaintiffs' Second Amended Complaint.

124. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "124" of Plaintiffs' Second Amended Complaint.

125. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "125" of Plaintiffs' Second Amended Complaint.

126. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "126" of Plaintiffs' Second Amended Complaint.

127. Defendants deny each and every allegation contained in paragraph "127" of Plaintiffs' Second Amended Complaint.

128. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "128" of Plaintiffs' Second Amended Complaint.

129. Defendants deny each and every allegation contained in paragraph "129" of Plaintiffs' Second Amended Complaint.

Lisa Bruno's Complaint Against IJL Corporate and Harry & Sally

130. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "130" of Plaintiffs' Second Amended Complaint.

131. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "131" of Plaintiffs' Second Amended Complaint.

132. Defendants deny each and every allegation contained in paragraph "132" of Plaintiffs' Second Amended Complaint

133. Defendants deny each and every allegation contained in paragraph "133" of Plaintiffs' Second Amended Complaint.

134. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "134" of Plaintiffs' Second Amended Complaint.

135. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "135" of Plaintiffs' Second Amended Complaint.

136. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "136" of Plaintiffs' Second Amended Complaint.

137. Defendants deny each and every allegation contained in paragraph "137" of Plaintiffs' Second Amended Complaint.

138. Defendants deny each and every allegation contained in paragraph "138" of Plaintiffs' Second Amended Complaint.

139. Defendants deny each and every allegation contained in paragraph "139" of Plaintiffs' Second Amended Complaint.

140. Defendants deny each and every allegation contained in paragraph "140" of Plaintiffs' Second Amended Complaint.

141. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "141" of Plaintiffs' Second Amended Complaint.

142. Defendants deny each and every allegation contained in paragraph "142" of Plaintiffs' Second Amended Complaint.

143. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “143” of Plaintiffs’ Second Amended Complaint.

144. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “144” of Plaintiffs’ Second Amended Complaint.

145. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “145” of Plaintiffs’ Second Amended Complaint.

146. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “146” of Plaintiffs’ Second Amended Complaint.

Sandra Burga’s Complaint Against IJL Corporate and IJL Orange County Franchise

147. Defendants deny each and every allegation contained in paragraph “147” of Plaintiffs’ Second Amended Complaint.

148. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “148” of Plaintiffs’ Second Amended Complaint.

149. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “149” of Plaintiffs’ Second Amended Complaint.

150. Defendants deny each and every allegation contained in paragraph “150” of Plaintiffs’ Second Amended Complaint.

151. Defendants deny each and every allegation contained in paragraph “151” of Plaintiffs’ Second Amended Complaint.

152. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “152” of Plaintiffs’ Second Amended Complaint.

153. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “153” of Plaintiffs’ Second Amended Complaint.

154. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “154” of Plaintiffs’ Second Amended Complaint.

155. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “155” of Plaintiffs’ Second Amended Complaint.

156. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “156” of Plaintiffs’ Second Amended Complaint.

157. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “157” of Plaintiffs’ Second Amended Complaint.

158. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “158” of Plaintiffs’ Second Amended Complaint.

159. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “159” of Plaintiffs’ Second Amended Complaint.

160. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “160” of Plaintiffs’ Second Amended Complaint.

Karen Malak’s Complaint Against IJL Corporate and IJL Chicago Franchise

161. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “161” of Plaintiffs’ Second Amended Complaint.

162. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “162” of Plaintiffs’ Second Amended Complaint.

163. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “163” of Plaintiffs’ Second Amended Complaint.

164. Defendants deny each and every allegation contained in paragraph “154” of Plaintiffs’ Second Amended Complaint.

165. Defendants deny each and every allegation contained in paragraph “165” of Plaintiffs’ Second Amended Complaint.

166. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “166” of Plaintiffs’ Second Amended Complaint.

167. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “167” of Plaintiffs’ Second Amended Complaint.

168. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “168” of Plaintiffs’ Second Amended Complaint.

169. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “169” of Plaintiffs’ Second Amended Complaint.

170. Defendants deny each and every allegation contained in paragraph “170” of Plaintiffs’ Second Amended Complaint.

171. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “171” of Plaintiffs’ Second Amended Complaint.

172. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “172” of Plaintiffs’ Second Amended Complaint.

173. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “173” of Plaintiffs’ Second Amended Complaint.

174. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “174” of Plaintiffs’ Second Amended Complaint.

175. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “175” of Plaintiffs’ Second Amended Complaint.

176. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “176” of Plaintiffs’ Second Amended Complaint.

177. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "177" of Plaintiffs' Second Amended Complaint.

James Tortora's Complaint Against IJL Corporate and IJL Palm Beach Franchise

178. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "178" of Plaintiffs' Second Amended Complaint.

179. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "179" of Plaintiffs' Second Amended Complaint.

180. Defendants deny each and every allegation contained in paragraph "180" of Plaintiffs' Second Amended Complaint except admit his profile would be used to match with other IJL member.

181. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "181" of Plaintiffs' Second Amended Complaint.

182. Defendants deny each and every allegation contained in paragraph "182" of Plaintiffs' Second Amended Complaint.

183. Defendants deny each and every allegation contained in paragraph "183" of Plaintiffs' Second Amended Complaint.

184. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "184" of Plaintiffs' Second Amended Complaint.

185. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "185" of Plaintiffs' Second Amended Complaint.

186. Defendants deny each and every allegation contained in paragraph "186" of Plaintiffs' Second Amended Complaint.

187. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "187" of Plaintiffs' Second Amended Complaint.

Janeen Cameron's Complaint Against ILJ Corporate and IJL Denver Franchise

188. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “188” of Plaintiffs’ Second Amended Complaint.

189. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “189” of Plaintiffs’ Second Amended Complaint.

190. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “190” of Plaintiffs’ Second Amended Complaint.

191. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “191” of Plaintiffs’ Second Amended Complaint.

192. Defendants deny each and every allegation contained in paragraph “192” of Plaintiffs’ Second Amended Complaint.

193. Defendants deny each and every allegation contained in paragraph “193” of Plaintiffs’ Second Amended Complaint.

194. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “194” of Plaintiffs’ Second Amended Complaint.

195. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “195” of Plaintiffs’ Second Amended Complaint.

196. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “196” of Plaintiffs’ Second Amended Complaint.

197. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “197” of Plaintiffs’ Second Amended Complaint.

198. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “198” of Plaintiffs’ Second Amended Complaint.

199. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "199" of Plaintiffs' Second Amended Complaint.

200. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "200" of Plaintiffs' Second Amended Complaint.

201. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "201" of Plaintiffs' Second Amended Complaint.

202. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "202" of Plaintiffs' Second Amended Complaint.

203. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "203" of Plaintiffs' Second Amended Complaint.

204. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "204" of Plaintiffs' Second Amended Complaint.

205. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "205" of Plaintiffs' Second Amended Complaint.

206. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "206" of Plaintiffs' Second Amended Complaint.

Karen McBride's Complaint Against ILJ Corporate and IJL Austin Franchise

207. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "207" of Plaintiffs' Second Amended Complaint.

208. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "208" of Plaintiffs' Second Amended Complaint.

209. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "209" of Plaintiffs' Second Amended Complaint.

210. Defendants deny each and every allegation contained in paragraph "210" of Plaintiffs' Second Amended Complaint.

211. Defendants deny each and every allegation contained in paragraph "211" of Plaintiffs' Second Amended Complaint.

212. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "212" of Plaintiffs' Second Amended Complaint.

213. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "213" of Plaintiffs' Second Amended Complaint.

214. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "214" of Plaintiffs' Second Amended Complaint.

215. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "215" of Plaintiffs' Second Amended Complaint.

Andrew Woolf's Complaint Against ILJ Corporate and IJL Los Angeles-Century City Franchise

216. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "216" of Plaintiffs' Second Amended Complaint.

217. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "217" of Plaintiffs' Second Amended Complaint.

218. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "218" of Plaintiffs' Second Amended Complaint.

219. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "219" of Plaintiffs' Second Amended Complaint.

220. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "220" of Plaintiffs' Second Amended Complaint.

221. Defendants deny each and every allegation contained in paragraph “221” of Plaintiffs’ Second Amended Complaint.

222. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “222” of Plaintiffs’ Second Amended Complaint.

223. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “223” of Plaintiffs’ Second Amended Complaint.

224. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “224” of Plaintiffs’ Second Amended Complaint.

225. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “225” of Plaintiffs’ Second Amended Complaint.

226. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “226” of Plaintiffs’ Second Amended Complaint.

227. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “227” of Plaintiffs’ Second Amended Complaint.

228. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “228” of Plaintiffs’ Second Amended Complaint.

229. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “229” of Plaintiffs’ Second Amended Complaint.

230. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “230” of Plaintiffs’ Second Amended Complaint.

231. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “231” of Plaintiffs’ Second Amended Complaint.

232. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “232” of Plaintiffs’ Second Amended Complaint.

233. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "233" of Plaintiffs' Second Amended Complaint.

234. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "234" of Plaintiffs' Second Amended Complaint.

235. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "235" of Plaintiffs' Second Amended Complaint.

236. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "236" of Plaintiffs' Second Amended Complaint.

237. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "237" of Plaintiffs' Second Amended Complaint.

238. Defendants deny each and every allegation contained in paragraph "238" of Plaintiffs' Second Amended Complaint.

Specific Allegations of Fraud Against Defendants

I. Who Made the Fraudulent Statement or Fraudulently Omitted to Speak?

239. Defendants deny each and every allegation contained in paragraph "239" of Plaintiffs' Second Amended Complaint.

240. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "240" of Plaintiffs' Second Amended Complaint.

241. Defendants deny each and every allegation contained in paragraph "241" of Plaintiffs' Second Amended Complaint.

II. What is the Fraudulent Statement or Omission

242. Defendants deny each and every allegation contained in paragraph "242" of Plaintiffs' Second Amended Complaint.

243. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "243" of Plaintiffs' Second Amended Complaint.

244. Defendants deny each and every allegation contained in paragraph "244" of Plaintiffs' Second Amended Complaint.

III. When and Where did the Speaker Make the Fraudulent Statement or Omit to Speak

245. Defendants deny each and every allegation contained in paragraph "245" of Plaintiffs' Second Amended Complaint.

246. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "246" of Plaintiffs' Second Amended Complaint.

247. Defendants deny each and every allegation contained in paragraph "247" of Plaintiffs' Second Amended Complaint.

IV. To Whom did the Speaker Make Fraudulent Statements or Omit to Speak

248. Defendants deny each and every allegation contained in paragraph "248" of Plaintiffs' Second Amended Complaint.

249. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "249" of Plaintiffs' Second Amended Complaint.

250. Defendants deny each and every allegation contained in paragraph "250" of Plaintiffs' Second Amended Complaint.

V. Why the Statements or Omissions were Misleading or False

251. Defendants deny each and every allegation contained in paragraph "251" of Plaintiffs' Second Amended Complaint.

252. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph "252" of Plaintiffs' Second Amended Complaint.

253. Defendants deny each and every allegation contained in paragraph “253” of Plaintiffs’ Second Amended Complaint.

VI. Why it Was Reasonable for Class Members to Believe the Fraudulent Statements or to Not Question the Omissions

254. Defendants deny each and every allegation contained in paragraph “254” of Plaintiffs’ Second Amended Complaint except admit that IJL is a dating service.

255. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “255” of Plaintiffs’ Second Amended Complaint.

256. Defendants deny each and every allegation contained in paragraph “256” of Plaintiffs’ Second Amended Complaint except admit that IJL is a dating service.

VII. Why it Was Reasonable for Class Members to Believe the Fraudulent Statements or to Not Question the Omissions

257. Defendants deny each and every allegation contained in paragraph “257” of Plaintiffs’ Second Amended Complaint.

258. Defendants deny knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph “258” of Plaintiffs’ Second Amended Complaint.

259. Defendants deny each and every allegation contained in paragraph “259” of Plaintiffs’ Second Amended Complaint.

VIII. Why it Was Reasonable for Class Members to Believe the Fraudulent Statements or to Not Question the Omissions

260. Defendants deny each and every allegation contained in paragraph “260” of Plaintiffs’ Second Amended Complaint.

261. Defendants deny each and every allegation contained in paragraph “261” of Plaintiffs’ Second Amended Complaint.

262. Defendants deny each and every allegation contained in paragraph “262” of Plaintiffs’ Second Amended Complaint.

DEFENDANTS' MISCONDUCT OCCURRED IN NEW YORK

263. Defendants deny each and every allegation contained in paragraph "263" of Plaintiffs' Second Amended Complaint, and respectfully refer all questions of law to the Court for its determination.

264. Defendants deny each and every allegation contained in paragraph "264" of Plaintiffs' Second Amended Complaint except admit that IJL took out advertisements.

265. Defendants deny each and every allegation contained in paragraph "265" of Plaintiffs' Second Amended Complaint.

266. Defendants deny each and every allegation contained in paragraph "266" of Plaintiffs' Second Amended Complaint.

CLAIMS FOR RELIEF AGAINST IJL CORPORATE, RIVERSIDE, AND SCHLACHET

FIRST CLAIM FOR RELIEF

Consumer Legal Remedies Act, Cal. Civil Code §1750 Et. Seq.

267. Answering paragraph "267", Defendants incorporate by reference as though fully set forth with the same force and effect as if set forth herein at length their answers to paragraphs "1" through "266" above.

268. Defendants deny each and every allegation contained in paragraph "268" of Plaintiffs' Second Amended Complaint.

269. Defendants deny each and every allegation contained in paragraph "269" of Plaintiffs' Second Amended Complaint.

270. Defendants deny each and every allegation contained in paragraph "270" of Plaintiffs' Second Amended Complaint.

271. Defendants deny each and every allegation contained in paragraph "271" of Plaintiffs' Second Amended Complaint.

272. Defendants deny each and every allegation contained in paragraph "272" of Plaintiffs' Second Amended Complaint.

273. Defendants deny each and every allegation contained in paragraph "273" of Plaintiffs' Second Amended Complaint.

274. Defendants deny each and every allegation contained in paragraph "274" of Plaintiffs' Second Amended Complaint.

275. Defendants deny each and every allegation contained in paragraph "275" of Plaintiffs' Second Amended Complaint.

276. Defendants deny each and every allegation contained in paragraph "276" of Plaintiffs' Second Amended Complaint.

277. Defendants deny each and every allegation contained in paragraph "277" of Plaintiffs' Second Amended Complaint.

278. Defendants deny each and every allegation contained in paragraph "278" of Plaintiffs' Second Amended Complaint.

279. Defendants deny each and every allegation contained in paragraph "279" of Plaintiffs' Second Amended Complaint.

280. Defendants deny each and every allegation contained in paragraph "280" of Plaintiffs' Second Amended Complaint.

281. Defendants deny each and every allegation contained in paragraph "281" of Plaintiffs' Second Amended Complaint.

SECOND CLAIM FOR RELIEF

Unfair Competition Law, Cal. Bus. *& Prof. Code § Et Seq.

282. Answering paragraph "282", Defendants incorporate by reference as though fully set forth with the same force and effect as if set forth herein at length their answers to paragraphs "1" through "281" above.

283. Defendants deny each and every allegation contained in paragraph "283" of Plaintiffs' Second Amended Complaint.

284. Defendants deny each and every allegation contained in paragraph "284" of Plaintiffs' Second Amended Complaint.

285. Defendants deny each and every allegation contained in paragraph "285" of Plaintiffs' Second Amended Complaint.

286. Defendants deny each and every allegation contained in paragraph "286" of Plaintiffs' Second Amended Complaint.

287. Defendants deny each and every allegation contained in paragraph "287" of Plaintiffs' Second Amended Complaint.

THIRD CLAIM FOR RELIEF

Untrue or Misleading Advertising Law, Cal. Bus. & Prof. Code §17500 Et Seq.

288. Answering paragraph "288", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "287" above.

289. Defendants deny each and every allegation contained in paragraph "289" of Plaintiffs' Second Amended Complaint.

290. Defendants deny each and every allegation contained in paragraph "290" of Plaintiffs' Second Amended Complaint.

291. Defendants deny each and every allegation contained in paragraph "291" of Plaintiffs' Second Amended Complaint.

292. Defendants deny each and every allegation contained in paragraph "292" of Plaintiffs' Second Amended Complaint.

293. Defendants deny each and every allegation contained in paragraph "293" of Plaintiffs' Second Amended Complaint.

294. Defendants deny each and every allegation contained in paragraph "294" of Plaintiffs' Second Amended Complaint.

295. Defendants deny each and every allegation contained in paragraph "295" of Plaintiffs' Second Amended Complaint.

296. Defendants deny each and every allegation contained in paragraph "296" of Plaintiffs' Second Amended Complaint.

297. Defendants deny each and every allegation contained in paragraph "297" of Plaintiffs' Second Amended Complaint.

298. Defendants deny each and every allegation contained in paragraph "298" of Plaintiffs' Second Amended Complaint.

FOURTH CLAIM FOR RELIEF

Willful Deception, Cal. Bus. & Prof. Code §1709, 1710

299. Answering paragraph "299", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "298" above.

300. Defendants deny each and every allegation contained in paragraph "300" of Plaintiffs' Second Amended Complaint.

301. Defendants deny each and every allegation contained in paragraph "301" of Plaintiffs' Second Amended Complaint.

302. Defendants deny each and every allegation contained in paragraph "302" of Plaintiffs' Second Amended Complaint.

303. Defendants deny each and every allegation contained in paragraph "303" of Plaintiffs' Second Amended Complaint.

304. Defendants deny each and every allegation contained in paragraph "304" of Plaintiffs' Second Amended Complaint.

305. Defendants deny each and every allegation contained in paragraph "305" of Plaintiffs' Second Amended Complaint.

306. Defendants deny each and every allegation contained in paragraph "306" of Plaintiffs' Second Amended Complaint.

307. Defendants deny each and every allegation contained in paragraph "307" of Plaintiffs' Second Amended Complaint.

308. Defendants deny each and every allegation contained in paragraph "308" of Plaintiffs' Second Amended Complaint.

FIFTH CLAIM FOR RELIEF

Actual Fraud, Cal. Bus. & Prof. Code §1572

309. Answering paragraph "309", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "308" above.

310. Defendants deny each and every allegation contained in paragraph "310" of Plaintiffs' Second Amended Complaint.

311. Defendants deny each and every allegation contained in paragraph "311" of Plaintiffs' Second Amended Complaint.

312. Defendants deny each and every allegation contained in paragraph "312" of Plaintiffs' Second Amended Complaint.

313. Defendants deny each and every allegation contained in paragraph "313" of Plaintiffs' Second Amended Complaint.

314. Defendants deny each and every allegation contained in paragraph "314" of Plaintiffs' Second Amended Complaint.

315. Defendants deny each and every allegation contained in paragraph "315" of Plaintiffs' Second Amended Complaint.

316. Defendants deny each and every allegation contained in paragraph "316" of Plaintiffs' Second Amended Complaint.

317. Defendants deny each and every allegation contained in paragraph "317" of Plaintiffs' Second Amended Complaint.

318. Defendants deny each and every allegation contained in paragraph "318" of Plaintiffs' Second Amended Complaint.

SIXTH CLAIM FOR RELIEF

Constructive Fraud Violations of Cal. Civil Code §1573

319. Answering paragraph "319", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "318" above.

320. Defendants deny each and every allegation contained in paragraph "320" of Plaintiffs' Second Amended Complaint.

321. Defendants deny each and every allegation contained in paragraph "321" of Plaintiffs' Second Amended Complaint.

322. Defendants deny each and every allegation contained in paragraph "322" of Plaintiffs' Second Amended Complaint.

323. Defendants deny each and every allegation contained in paragraph "323" of Plaintiffs' Second Amended Complaint.

324. Defendants deny each and every allegation contained in paragraph "324" of Plaintiffs' Second Amended Complaint.

CLAIMS FOR RELIEF AGAINST RIVERSIDE AND SCHLACHT

SEVENTH CLAIM FOR RELIEF

Piercing the Corporate Veil

325. Answering paragraph "325", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "324" above.

326. Defendants deny each and every allegation contained in paragraph "326" of Plaintiffs' Second Amended Complaint.

327. Defendants deny each and every allegation contained in paragraph "327" of Plaintiffs' Second Amended Complaint.

328. Defendants deny each and every allegation contained in paragraph "328" of Plaintiffs' Second Amended Complaint.

329. Defendants deny each and every allegation contained in paragraph "329" of Plaintiffs' Second Amended Complaint.

330. Defendants deny each and every allegation contained in paragraph "330" of Plaintiffs' Second Amended Complaint.

331. Defendants deny each and every allegation contained in paragraph "331" of Plaintiffs' Second Amended Complaint.

332. Defendants deny each and every allegation contained in paragraph "332" of Plaintiffs' Second Amended Complaint.

333. Defendants deny each and every allegation contained in paragraph "333" of Plaintiffs' Second Amended Complaint.

CLAIMS FOR RELIEF AGAINST IJL CORPORATE AND IJL FRANCHISES

EIGHTH CLAIM FOR RELIEF

Promisory Fraud

334. Answering paragraph "334", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "333" above.

335. Defendants deny each and every allegation contained in paragraph "335" of Plaintiffs' Second Amended Complaint.

336. Defendants deny each and every allegation contained in paragraph "336" of Plaintiffs' Second Amended Complaint.

337. Defendants deny each and every allegation contained in paragraph "337" of Plaintiffs' Second Amended Complaint.

338. Defendants deny each and every allegation contained in paragraph "338" of Plaintiffs' Second Amended Complaint.

339. Defendants deny each and every allegation contained in paragraph "339" of Plaintiffs' Second Amended Complaint.

340. Defendants deny each and every allegation contained in paragraph "340" of Plaintiffs' Second Amended Complaint.

CLAIMS FOR RELIEF AGAINST IJL CORPORATE, IJL INC., HARRY & SALLY, RIVERSIDE, AND SCHLACHET

NINTH CLAIM FOR RELIEF

Deceptive Acts or Practices under NY Gen. Bus. Law §349

341. Answering paragraph "341", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "340" above.

342. Defendants deny each and every allegation contained in paragraph "342" of Plaintiffs' Second Amended Complaint.

343. Defendants deny each and every allegation contained in paragraph "343" of Plaintiffs' Second Amended Complaint.

344. Defendants deny each and every allegation contained in paragraph "344" of Plaintiffs' Second Amended Complaint.

345. Defendants deny each and every allegation contained in paragraph "345" of Plaintiffs' Second Amended Complaint.

346. Defendants deny each and every allegation contained in paragraph "346" of Plaintiffs' Second Amended Complaint.

TENTH CLAIM FOR RELIEF

False Advertising NY Gen. Bus. Law §350-a

347. Answering paragraph "347", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "346" above.

348. Defendants deny each and every allegation contained in paragraph "348" of Plaintiffs' Second Amended Complaint.

349. Defendants deny each and every allegation contained in paragraph "349" of Plaintiffs' Second Amended Complaint.

350. Defendants deny each and every allegation contained in paragraph "350" of Plaintiffs' Second Amended Complaint.

351. Defendants deny each and every allegation contained in paragraph "351" of Plaintiffs' Second Amended Complaint.

352. Defendants deny each and every allegation contained in paragraph "352" of Plaintiffs' Second Amended Complaint.

353. Defendants deny each and every allegation contained in paragraph "353" of Plaintiffs' Second Amended Complaint.

354. Defendants deny each and every allegation contained in paragraph "354" of Plaintiffs' Second Amended Complaint.

CLAIMS FOR RELIEF AGAINST ALL DEFENDANTS

ELEVENTH CLAIM FOR RELIEF

Fraudulent Inducement and Misrepresentation

355. Answering paragraph "355", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "354" above.

356. Defendants deny each and every allegation contained in paragraph "356" of Plaintiffs' Second Amended Complaint.

357. Defendants deny each and every allegation contained in paragraph "357" of Plaintiffs' Second Amended Complaint.

358. Defendants deny each and every allegation contained in paragraph "358" of Plaintiffs' Second Amended Complaint.

359. Defendants deny each and every allegation contained in paragraph "359" of Plaintiffs' Second Amended Complaint.

360. Defendants deny each and every allegation contained in paragraph "360" of Plaintiffs' Second Amended Complaint.

TWELFTH CLAIM FOR RELIEF

Negligent Misrepresentation

361. Answering paragraph "361", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "360" above.

362. Defendants deny each and every allegation contained in paragraph "362" of Plaintiffs' Second Amended Complaint.

363. Defendants deny each and every allegation contained in paragraph "363" of Plaintiffs' Second Amended Complaint.

364. Defendants deny each and every allegation contained in paragraph "364" of Plaintiffs' Second Amended Complaint.

365. Defendants deny each and every allegation contained in paragraph "365" of Plaintiffs' Second Amended Complaint.

366. Defendants deny each and every allegation contained in paragraph "366" of Plaintiffs' Second Amended Complaint.

367. Defendants deny each and every allegation contained in paragraph "367" of Plaintiffs' Second Amended Complaint.

368. Defendants deny each and every allegation contained in paragraph "368" of Plaintiffs' Second Amended Complaint.

THIRTEENTH CLAIM FOR RELIEF

Breach of Contract

369. Answering paragraph "369", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "368" above.

370. Defendants deny each and every allegation contained in paragraph "370" of Plaintiffs' Second Amended Complaint.

371. Defendants deny each and every allegation contained in paragraph "371" of Plaintiffs' Second Amended Complaint.

372. Defendants deny each and every allegation contained in paragraph "372" of Plaintiffs' Second Amended Complaint.

373. Defendants deny each and every allegation contained in paragraph "373" of Plaintiffs' Second Amended Complaint.

374. Defendants deny each and every allegation contained in paragraph "374" of Plaintiffs' Second Amended Complaint.

375. Defendants deny each and every allegation contained in paragraph "375" of Plaintiffs' Second Amended Complaint.

376. Defendants deny each and every allegation contained in paragraph "376" of Plaintiffs' Second Amended Complaint.

377. Defendants deny each and every allegation contained in paragraph "377" of Plaintiffs' Second Amended Complaint.

FOURTEENTH CLAIM FOR RELIEF

Unjust Enrichment

378. Answering paragraph "378", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "377" above.

379. Defendants deny each and every allegation contained in paragraph "379" of Plaintiffs' Second Amended Complaint.

FIFTEENTH CLAIM FOR RELIEF

Civil Conspiracy

380. Answering paragraph "380", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "379" above.

381. Defendants deny each and every allegation contained in paragraph "381" of Plaintiffs' Second Amended Complaint.

382. Defendants deny each and every allegation contained in paragraph "382" of Plaintiffs' Second Amended Complaint.

383. Defendants deny each and every allegation contained in paragraph "383" of Plaintiffs' Second Amended Complaint.

384. Defendants deny each and every allegation contained in paragraph "384" of Plaintiffs' Second Amended Complaint.

385. Defendants deny each and every allegation contained in paragraph "385" of Plaintiffs' Second Amended Complaint.

386. Defendants deny each and every allegation contained in paragraph "386" of Plaintiffs' Second Amended Complaint.

387. Defendants deny each and every allegation contained in paragraph "387" of Plaintiffs' Second Amended Complaint.

SIXTEENTH CLAIM FOR RELIEF

Violations of 18 U.S.C. §1962(C)

388. Answering paragraph "388", Defendants incorporate by reference as though fully set forth herein at length their answers to paragraphs "1" through "387" above.

389. Defendants deny each and every allegation contained in paragraph "389" of Plaintiffs' Second Amended Complaint.

390. Defendants deny each and every allegation contained in paragraph "390" of Plaintiffs' Second Amended Complaint.\ Defendants deny each and every allegation contained in paragraph "389" of Plaintiffs' Second Amended Complaint.

391. Defendants deny each and every allegation contained in paragraph "391" of Plaintiffs' Second Amended Complaint.

392. Defendants deny each and every allegation contained in paragraph "392" of Plaintiffs' Second Amended Complaint.

393. Defendants deny each and every allegation contained in paragraph "393" of Plaintiffs' Second Amended Complaint.

394. Defendants deny each and every allegation contained in paragraph "394" of Plaintiffs' Second Amended Complaint.

395. Defendants deny each and every allegation contained in paragraph "395" of Plaintiffs' Second Amended Complaint.

396. Defendants deny each and every allegation contained in paragraph "396" of Plaintiffs' Second Amended Complaint.

397. Defendants deny each and every allegation contained in paragraph "397" of Plaintiffs' Second Amended Complaint.

398. Defendants deny each and every allegation contained in paragraph "398" of Plaintiffs' Second Amended Complaint.

399. Defendants deny each and every allegation contained in paragraph "399" of Plaintiffs' Second Amended Complaint.

400. Defendants deny each and every allegation contained in paragraph "400" of Plaintiffs' Second Amended Complaint.

401. Defendants deny each and every allegation contained in paragraph "401" of Plaintiffs' Second Amended Complaint.

FIRST AFFIRMATIVE DEFENSE

1. The Second Amended Complaint and each purported cause of action therein fails to state facts sufficient to constitute a claim against defendants upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

2. The Second Amended Complaint and each purported cause of action therein is barred by applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

3. Plaintiffs have failed to plead claims sounding in fraud with sufficient particularity as required by Rule 9(b) of the Federal Rules of Civil Procedure.

FOURTH AFFIRMATIVE DEFENSE

4. Any and all claims are barred, in whole or in part, based upon the doctrines of estoppel, waiver, laches and/or unclean hands.

FIFTH AFFIRMATIVE DEFENSE

5. Plaintiffs have failed to set forth facts or allegations sufficient to support a claim for punitive damages. To the extent that plaintiff seeks punitive or exemplary damages, these damages are improper and unwarranted, not authorized by law, and are unconstitutional under the Fourteenth Amendment to the United States Constitution and the Constitution of the State of New York.

SIXTH AFFIRMATIVE DEFENSE

6. Plaintiffs do not have standing to bring an action against the defendants under applicable law.

SEVENTH AFFIRMATIVE DEFENSE

7. Plaintiffs' claims are barred by the doctrine of assumption of risk.

EIGHTH AFFIRMATIVE DEFENSE

8. Defendants complied with all of the terms of the agreement between itself and plaintiff, and satisfactorily performed all of obligations thereunder.

NINTH AFFIRMATIVE DEFENSE

9. Plaintiffs have failed to establish the prerequisites for a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure.

TENTH AFFIRMATIVE DEFENSE

10. Plaintiffs' injuries and damages, if any, are speculative and cannot be shown to exist in fact.

ELEVENTH AFFIRMATIVE DEFENSE

11. Plaintiffs have failed to mitigate her damages, if any.

TWELFTH AFFIRMATIVE DEFENSE

12. Defendants presently have insufficient knowledge or information on which to form a belief as to whether it may have additional as yet unstated defenses available. Defendants reserve the right to assert additional defenses in the event discovery indicates they would be appropriate.

WHEREFORE, Defendants pray as follows:

- (a) That Plaintiffs takes nothing by reason of the Second Amended Complaint, and that the same be dismissed with prejudice;
- (b) For costs of suit incurred herein, including reasonable attorneys' fees; and
- (c) For such other and further relief as this Court may deem just and proper.

Dated: April 9, 2010
New York, New York

Yours, etc.

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 

John L. Doody, Esq. (JD-0552)

Bari Klein, Esq. (BK 5784)

Attorneys for Defendants

IT'S JUST LUNCH INTERNATIONAL,
INC. IT'S JUST LUNCH, INC. and
HARRY and SALLY, INC., IJL
SERVICES, INC., i/s/h/a IJL ORANGE

COUNTY, IJL MIDWEST DENVER LLC
i/s/h/a IJL DENVER FRANCHISE and IJL
AUSTIN FRANCHISE i/s/h/a FGH
ASSOCIATES LLC
199 Water Street – Suite 2500
New York, New York 10038
(212) 232-1300
(212) 232-1338 fax

To: BALESTRIERE, PLLC
John Balestiere
Craig Stuart Lanza
25 Broadway, Suite 2700
New York, New York 10007
(212) 374-5401
(212) 661-8665 fax